

COURT SUSPENDS F. E. WOOD FROM PRACTICE IN THE SECOND DISTRICT

Attorney Deceived Court in
Obtaining Directed Verdict
in the Meyers Case, Is
Charged.

DIRECTS THAT VERDICT IN CASE BE SET ASIDE

District Clerk Will Send Pa-
pers and Opinion to Su-
preme Court According to
Order of Tribunal.

Judge H. F. Reynolds, of the
district court, late yesterday afternoon
suspended Francis E. Wood from
practice in the second judicial district
until further order of the court. Mr.
Wood is accused of perpetrating a
fraud upon the court.

The order for suspension came
upon a motion made by Harry C. Mil-
ler, attorney, asking that the verdict
in the case of Ernest Meyers versus
the Meyers Company be set aside on
the ground that it was obtained by
fraud. Judge Reynolds set aside the
verdict in the same order that sus-
pended Mr. Wood.

Judge Reynolds directed the dis-
trict clerk to transmit the original
papers in the case, together with a
copy of his opinion and copies of the
letters filed in the case, to the state
supreme court, to the end that that
court may take such action in regard
to the disbarment of the said Francis
E. Wood as it may deem fit and
proper.

Judge Reynolds' opinion follows:
"Ernest Meyers, plaintiff, vs.
the Meyers Company, defendant. No.
8,719.

"This matter comes up upon a mo-
tion to set aside a verdict which the
court directed in favor of the defend-
ant. The principal ground for the
motion, and the only one to be con-
sidered, is that the verdict was ob-
tained by fraud upon the court. The
facts in the case are somewhat com-
plicated and it will be necessary to
set them up in detail in order that
the point involved may be understood.

"The cause of action arose out of
a claim which the firm of Shaw & Co.
of New York, assigned to the plaintiff
and upon which this suit was brought.

"It seems that when the Meyers
company was turned over to a new
management, among the agreements
entered into between the new man-
agers of the firm and the retiring
member, Ernest Meyers, there was an
article in regard to the claim of Shaw
& Co. of New York City, which was
as follows:

"The Meyers company is carrying
upon its books credit to L. B. Shaw
& Co. of New York, amounting to
\$501.88, which is claimed by the
party of the first part (Ernest Meyers)
as not a legal liability of the
Meyers company, and that the Meyers
company will never be called upon by
the said L. B. Shaw & Co. to pay
the same. Now, whenever the Meyers
company shall be released from li-
ability to the said L. B. Shaw & Co.
for the said balance of \$501.88, the
said credit shall be transferred on the
books of the Meyers company to the
credit of the said party of the first
part, and he shall be thereupon en-
titled to demand and receive the
same; but the said party of the first
part shall not be entitled to demand
or receive payment of the said bal-
ance until the claim of the said L.
B. Shaw & Co. therefor has been leg-
ally extinguished or abandoned."

"In other words, there seems to
have been a disputed account due
Shaw & Co. from the Meyers com-
pany. As shown by the correspond-
ence, copies of which were submitted
to the court in the present mo-
tion, Shaw & Co. demanded payment
of this amount from the Meyers com-
pany, but the Meyers company re-
fused to pay the same, stating in
reply that they were liable to Er-
nest Meyers for the amount and in
the same time sending Shaw & Co.
a copy of the above article, showing
their position in the matter. They
the Meyers company, further stated
that they were willing to consider
the matter of paying Shaw & Co. if
they could be released from their li-
ability to Shaw & Co. or secured
by Shaw & Co. with a bond against
suit by Ernest Meyers.

"Subsequently Shaw & Co. obtained
from Ernest Meyers a release of his
claim against the Meyers company
which Shaw & Co. then forwarded to
the Meyers company. Shaw & Co.
then demanded payment from the
Meyers company, and after some cor-
respondence, were notified by Messrs.
Meyers and Wood, attorneys for the
Meyers company, that their claim—
that is, the claim of Shaw & Co.—
was barred by the statute of limita-
tions and that the Meyers company
would not pay it. The claim of Shaw
& Co. was then assigned to Ernest
Meyers and this suit begun upon it.

"It appears from the letters at-

"The Day in Congress

SENATE.
Sisal monopoly continued.
Free sugar repeal bill debate with
reference to vote before adjourn-
ment.

Voted to recede from amendments
to house free sugar repeal bill and
approved the bill as it passed the
house.

Adjourned at 5:08 p. m. to noon,
Monday.

HOUSE.
Consideration of agricultural approp-
riation bill renewed.
Adjourned at 5 p. m. to noon, Mon-
day.

THE WEATHER

WEATHER FORECAST.

Denver, Colo., April 22.—New Mex-
ico: Sunday and Monday generally
fair, cooler east portion.

CITY BANK CLEARINGS.

Yesterday
\$59,984.11.

Clearings for the Week.
\$416,105.46.

tached to this motion and the briefs
on both sides that Francis E. Wood
knew of these facts and had the en-
tire correspondence, or copies there-
of, in his possession at the time the
suit was started, or at the latest when
the case was tried. A demurrer to the
complaint, filed in this case, was
overruled and the defendant an-
swered, among other things,
that the claim which Shaw & Co. was
based had been fully paid off, settled
and discharged. The plaintiff's case
was apparently based upon the propo-
sition that the Meyers company, through
its officers, had ratified and assumed
this contract of claim of Shaw & Co.
and, in effect, introduced evidence to
show that the receipt of Ernest Meyers
was shown to said Ernest Meyers
when he was on the witness
stand, and the following testi-
mony was given in regard to it, as
shown by a certified copy of the
stenographer's notes:

"(Cross-examination of Mr. Meyers
by Mr. Wood.)

"Q.—Major, is that your signa-
ture (showing witness a paper)?

"A.—Yes, sir.

"Q.—You wrote that, did you? I
mean you wrote the signature?

"A.—I wrote the signature.

"Mr. Wood: I ask to have this pa-
per marked for identification.

Thereupon the paper shown the wit-
ness is marked exhibit 4 for identi-
fication.

"Mr. Wood: We offer in evidence
the paper heretofore identified by the
witness Meyers and marked as exhibit
4 for identification.

"Mr. Miller: We object to this. It
should have been attached to the an-
swer, and admitted to have been at-
tached to the answer as an exhibit.

"Mr. Wood: We are not founding
an action or defense on that paper. It
is mere proof of payment. Like any
other item of proof.

"The court: What is the an-
swer to that payment?

"Mr. Wood: Payment is pleaded,
yes, sir.

"The court: I think that is allow-
able.

"Mr. Miller: Exception.

"Thereupon the paper referred to
is received in evidence as exhibit 4.

"Mr. Wood: We rest.

"The court: The defendant's
attorney for judgment, the court di-
rected the jury to return a verdict for
the defendant. The motion for new
trial was filed by the plaintiff, and
later amended, but was not passed
upon until this day. This case was
tried and a verdict rendered. A new
trial was then granted, but on motion
of the defendant's attorney, Mr. Wood,
alleging that the court was without
jurisdiction to grant a new trial after
the verdict had been rendered, the
court being fully con-
vinced it was without jurisdiction, set
aside the order granting the new trial.
Thereupon the present motion to set
aside the verdict on the ground of
fraud was filed.

"The court has been elaborately
argued and briefs have been submit-
ted on each side, together with copies
of the correspondence between par-
ties to the suit and Shaw & Company.
The gravamen of the charge is that
the attorney for the defendant, Francis
E. Wood, knowing under what cir-
cumstances the receipt was obtained
and that no value had been paid for
it, in order to deceive the court and
have a verdict directed in his favor,
represented to the court that the re-
ceipt in question was payment, when
in truth and in fact it was not, but
had been obtained under the circum-
stances outlined above, and that said
attorney thereby deceived the court
and perpetrated a fraud upon it.

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the court has given the matter much
consideration and study. Realizing
that such a charge, if sustained, is in
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it, I have given the matter with great
care. The verdict was directed
to the court that the plaintiff had
a complete discharge of his liability
upon which the plaintiff based his
suit. At first glance it appears as if
the plaintiff and his attorney should
have known that the defendant had
a receipt signed by him in his pos-
session and have been prepared to meet
the question in question was payment,
when in truth and in fact it was not,
but had been obtained under the cir-
cumstances outlined above, and that
said attorney thereby deceived the court
and perpetrated a fraud upon it.

"The charge is a serious one, and
the court has given the matter much
consideration and study. Realizing
that such a charge, if sustained, is in
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WASHINGTON HAS PLANS READY IF BREAK OCCURS WITH GERMANY

Ambassador Gerard Says Ber-
lin Officials Were Surprised
at Firmness and Finality of
American Note.

FURTHER DISCUSSION NOT TO BE TOLERATED

Sharp Inquiry Also Addressed
to Austria Regarding Wound-
ing of United States Citizen
by Shell.

(BY MORNING JOURNAL SPECIAL LEASED WIRE)
Washington, April 22.—The United
States government has made tenta-
tive plans to cope with every con-
ceivable situation which would result
from the severance of diplomatic re-
lations with Germany. For reasons
indicated were obvious, officials
tonight deemed it unwise to discuss
the details.

There is reason for believing, how-
ever, that